

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FILED
U.S. DISTRICT COURT
DISTRICT OF MASS
AUG 23 P 3:15

AETNA LIFE INSURANCE COMPANY,)
)
Plaintiff)
v.) CIVIL ACTION NO. 04-11046-RSG
)
MARY T. COSMAN AND HARRY P. COSMAN,)
)
Defendants)

DEFENDANT MARY T. COSMAN'S REPLY TO
DEFENDANT HARRY P. COSMAN'S CROSS-CLAIM

Now comes Mary T. Cosman ("Mary"), a defendant in the above captioned action, and a defendant in cross-claim under a certain cross-claim brought by defendant, Harry P. Cosman ("Harry"), dated August 12, 2004, and responds to such cross-claim as follows:

1. Admitted.
2. Admitted. Further answering, Mary lives at 40 Winnepurkit Avenue, Lynn, Essex County, Massachusetts and not 40 Winnapurkit Avenue.
3. Admitted.
4. Admitted.
5. Mary admits that Harry is the brother of Robert J. Cosman ("Robert"). Mary further admits that Robert was employed by NStar and that he purchased life insurance coverage through NStar. Mary is without sufficient information to form a belief as to the remaining allegations set forth in this paragraph 5 and therefore denies same.
6. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 6 and therefore denies same.
7. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 7 and therefore denies same.

8. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 8 and therefore denies same.

9. Mary admits that she is the appropriate party to receive the proceeds payable under such life insurance policy, and Mary denies the remaining allegations of this paragraph 9.

10. Denied.

11. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 11 and therefore denies same.

12. Mary states that her divorce judgment and the Cosman Settlement Agreement of August 10, 1999 are documents that best speak for themselves. Further answering, Mary denies all remaining allegations in this paragraph 12.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

FIRST AFFIRMATIVE DEFENSE

Mary states that she is the appropriate beneficiary under the life insurance policy that is the subject of this action, and that the proceeds should be paid directly and solely to Mary.

SECOND AFFIRMATIVE DEFENSE


Mary states that she has cooperated and is continuing to cooperate with the plaintiff in this action, Aetna Life Insurance Company ("Aetna") and that Aetna should be directed to pay the proceeds of the aforementioned life insurance policy directly and solely to Mary, and that Aetna should not be awarded its costs, expenses or attorneys' fees.

THIRD AFFIRMATIVE DEFENSE

Mary states that pursuant to the life insurance policy, which is the subject matter of this matter suit, Aetna has the discretionary authority to determine which beneficiaries are entitled to benefits. Mary further states that Aetna should properly exercise such authority to award all of the aforementioned proceeds to Mary.

WHEREFORE, Mary respectfully requests that this Honorable Court dismiss Harry's cross-claim against her, with prejudice.

Respectfully submitted,
Mary T. Cosman, Defendant,
By her attorneys,



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Dated: August 20, 2004

CERTIFICATE OF SERVICE

I, David C. McBride, attorney for the defendant, Mary T. Cosman, hereby certify that I have this day served a copy of the foregoing Defendant Mary T. Cosman's Reply to Defendant Harry P. Cosman's Cross-claim, by mailing a copy of same, first class mail, postage prepaid, to the following counsel of record:

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Signed this 20th day of August, 2004.



David C. McBride